

No. 95 86-6Lab./7580.—In pursuance of the provision of section 7 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the workman and the management of M/s (i) General Manager, Haryana Roadways, Kaithal (ii) State Transport Commissioner, Haryana, Chandigarh.

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT, AMBALA

Ref. No. 189 of 1985

SHRI SATPAL SINGH S/O SHRI JATTI RAM C/O TRADE UNION COUNCIL, PATIALA (PUNJAB) AND THE MANAGEMENT OF THE MESSRS (i) GENERAL MANGER, HARYANA ROADWAYS, KAITHAL, (ii) STATE TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH.

Present :

Shri Tejinder Singh, for workman.
Shri A. R. Goyal, for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred,—vide clause C of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 referred dispute between Shri Sat Pal Singh and Messrs G.M., Haryana Roadways, Kaithal to this Court. The terms of the reference are as under :—

Whether termination of services of Shri Sat Pal Singh, workman, is justified and correct, if not to what relief is he entitled?

Workman through his statement of claim dated 18th November, 1985 alleged that he joined services of respondent-management as a welder and he served the respondent-management continuously for 6½ years. His services were terminated on 1st February, 1985 without any notice charge-sheet or compensation in violation of section 25 (F) of Industrial Disputes Act, 1947. He prayed for his reinstatement with continuity in service and with full back wages.

Respondent-management contested the dispute and contended that it is a case of discontinuation of service of the workman as per terms and conditions of the appointment order of workman on the expiry specific and fixed period of appointment his services automatically came to an end which is not retrenchment in view of section 2(oo) (bb) of the Industrial Disputes Act. So it was prayed that the reference deserve to be answered in favour of the management. It was further contended that workman was appointed up to 31st January, 1985 and thereafter his employment was not renewed which amounted to discontinuation of service of the workman on the expiry of the fix period of appointment as per terms of contract of appointment, so it was further prayed that the reference be answered against the workman.

Workman filed replication through which he controverted the contentions made by respondent-management in their written statement.

On the pleadings of the parties the following issues have been framed:

Issues

1. Whether termination order dated 31st January, 1985 is legal, if so its effect?
2. Relief.

I have heard Shri Tejinder Singh Ld. A.R. for workman and Shri Atama Ram Goyal for respondent-management and have perused the oral and documentary evidence placed on the file. My issue-wise findings are as under.

Issue No. 1

Workman appeared as AW-1 he stated that he joined service of respondent-management in June, 1978 as a Helper and worked up to 31st January, 1985. He further deposed that he was never issued any appointment letter. He also stated that at the time of termination of his service, no notice, no pay in lieu of notice period, no retrenchment compensation, no charge-sheet were ever paid or served upon him. Certain junior persons namely Sahib Singh, Mukhuar Singh, and Harnak Singh are still in the employment of the management. He also stated that after his termination from the employment of the respondent-management is unemployed and could not get any work anywhere. In cross-examination workman stated that he was sponsored by the Employment Exchange at the time of his appointment, but the respondent-management did not issue any appointment letter.

Management in support of his case examined Shri K.D. Mañan, Clerk of Haryana Roadways, Depot, Kaithal he stated that workman joined in service of the management on 22nd September, 1982 on daily wages as a Helper,—*vide* appointment letter Ex-R-1. Workman remained in the service of management upto 31st January, 1985. The Employment period was renewed from time to time month wise. Copies of such orders are Ex-R-1, R-2 and so on. In cross-examination he admitted that whether these periodical orders regarding the renewal of employment of the workman were received by the workman or not. There is no such acknowledgement with him from the side of the workman. He further stated that it is not in his knowledge whehter certain junior persons to workman Sat Pal Singh are still in employment of respondent-mangement or not. He also stated that the employment of the workman was for a fix period, so no notice, no retrenchment compensation were given to him.

In view of the above evidence I am of the considered view that the new amendment under section 2(o) (bb) is violative of the natural principles of justice because this amendment is more helpful to employer than to an employee. The employer shall follow blindly this amendment and shall employ workman for a specific period and thereafter there will be no necessity to him to issue any notice or for making payment of pay, in lieu of notice period not he will be liable to pay any retrenchment compensation at the time of expiry of period of employment of particular person. The similar are the circumstances of the case in hand as per evidence of the respondent-management. The workman was employed for a specific period his employment was renewed from time to time and finally it came to an end on 31st January, 1985. In view of section 2(o) (bb) it is not retrenchment by the employer but in fact it is an automatic expiry of period of employment as contract between the parties. So the compliance of section 25(F) of Industrial Disputes Act was not essential nor section 25(F) is applicable in the dispute in hand, so this issue is decided against the workman, in favour of management.

Issue No. 2

Relief.—For the fore going reasons on the basis of my findings on Issue No. 1 the claim of the workman fails. Reference is answered, in favour of, management and award regarding the controversy between the parties is passed accordingly.

V. P. CHAUDHARY,

Dated the 26th July, 1986.

Presiding Officer,
Labour Court, Ambala.

Endst No. 2026, Dated the 6th August, 1986.

Forwarded (four copies) to the Financial Commissioner & Secretary to Government, Haryana, Labour and Employment Depts., Chandigarh, as required under section 15 of the I.D. Act, 1947.

V. P. CHAUDHARY,

Presiding Officer
Labour Court, Ambala.

No. 9686-6Lab./7802—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the workman and the management of M.s. Market Committee, Narwana.

IN THE COURT OF SHRI V.P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT, AMBALA

Ref. No. 136 of 1985

SHRI BIRBAL DASS, WORKMAN C/O SHRI RAJESHWAR NATH, TIMBER MARKET, AMBALA CANTT. AND THE MANAGEMENT OF THE MESSRS MARKET COMMITTEE, NARWANA.

Present :

Shri Rajeshwar Nath, for workman.
Shri H.B. Gupta, for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred,—*vide* clause (C) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 referred dispute between Shri Birbal Dass and Messrs Market Committee, Narwana to this Court. The terms of the reference are as under:—

Whether termination of services of Shri Birbal Dass, workman, is justified and correct, if not to what relief is he entitled?

Workman through his statement of claim alleged that he joined Employment of the respondent-management on 19th May, 1981 on daily wages and had worked on different posts. In fact he had been discharging the function of Electrician but he was paid the pay of Chowkidar. His services were illegally terminated on 14th August, 1984. It was alleged that termination of his services is in contravention of section 25 (F) of Industrial Disputes Act, 1947. So he prayed for his reinstatement with continuity in service and with full back wages.

Respondent-management contested the dispute and contended that Birbal Dass was employed as a Chowkidar on daily wages from 19th June, 1981 to 31st March, 1982, and he was paid accordingly. Thereafter he also worked as a Electrician as well as Tubewell Operator on leave arrangement basis. He also worked during the year 1983-84 as a Electrician on daily wages at fixed monthly pay of Rs. 400 with brakes in service as alleged in para No. 4 of the written statement for the year 1983-84. Sanction of Electrician on daily wages was requisitioned to the board but that sanction was not received and the regular Electrician was posted in place of the applicant by way of transfer. It was contended that since Birbal Dass was posted on daily wages, so his services could be dispensed with at any time and there was no necessity of compliance of section 25(F) of Industrial Disputes Act, 1947.

Workman filed replication through which he alleged that compliance of section 25 (F) of I.D. Act, 1947 was compulsory and due to that fact he is entitled to reinstatement with continuity of service and with full back wages.

On the pleadings of the parties the following issues were framed for the just decision of this dispute.

Issues :

- (1) Whether termination order in question dated 13th August, 1984 is just and correct, if not its effect? OPM
- (2) Relief :

I have heard Shri Rajeshwar Nath for workman and Shri H.B. Gupta for respondent-management and have perused the oral and documentary evidence placed on the file. My issue-wise findings are as under :

Issue No. 1 :

In support of this issue management examined MW-I Shri Har Bhagwan Gupta who stated that Birbal Dass was employed by Market Committee, Narwana on 19th June, 1981 up to 31st March, 1982 at the monthly wages of Rs. 300 as a Chowkidar. He also worked as a Electrician on daily wages at fixed pay of Rs. 400 P.M. from 1st April, 1982 to 9th August, 1982 and then worked as Tubewell Operator from 10th August, 1982 to 31st March, 1983 on leave arrangement basis. Thereafter, again on receipt of sanction from the Haryana State Marketing Board for the year 1983-84. Applicant worked as an Electrician at monthly consolidated pay of Rs. 400 P.M. certain breaks also occurred in his service and ultimately when no sanction was received from the Haryana State Marketing Board, Chandigarh for the year 1984-85 for retaining Birbal Dass as an Electrician in the Respondent-management, so his services were dispensed with. In cross-examination this witness stated that before terminating the services of workman no notice, no pay, in lieu of notice period, no Retrenchment compensation were paid to him. Because the workman was employed on daily wages.

Shri Birbal Dass examined himself as AW-I supported his case. He tendered into evidence Experience Certificate EX-A-I to A-4. He stated that before terminating his service Respondent-management did not issue any notice, nor Retrenchment compensation was paid to him. He served Department from 19th May, 1981 to 14th August, 1984.

In view of the above evidence of the parties it is fact that workman Birbal Dass was employed originally as a Chowkidar on daily wages rates fixed by Deputy Commissioner, Jind. Thereafter he served the Respondent-management as a Electrician. He also worked as a Tubewell Operator from 10th August, 1982 to 31st March, 1983 and in the year 1983-84 he worked as an Electrician and monthly consolidated pay of Rs. 400 P.M. Respondent-management requested the Haryana State Marketing Board to accord sanction for the post of Electrician for the workman for the year 1984-85 but that sanction was not accorded. The post of Birbal Dass was filled up by transferring an Electrician thus services of Birbal Dass were dispensed with.

Respondent-management undisputedly is governed under the provisions of Industrial Disputes Act, 1947. At the time of terminating service of Shri Birbal Dass notice should have been issued to the workman well in time or pay, in lieu of, notice period should have been paid to him along with retrenchment compensation while terminating services of the workman but these provisions were not complied with by the management. No information for terminating the services of the workman were sent to the appropriate Government this shows that there is a violation of provision of section 25 (F) of Industrial Disputes Act, 1947, so termination order in question, is, illegal hence, it is set aside. The workman is entitled to reinstatement with continuity in service and with full back wages. So this issue is accordingly decided, in favour of, workman against the Management.

Issue No. 2 Relief :

For the foregoing reasons of the basis of my issue-wise findings. I order the reinstatement of the workman with continuity in service and with full back wages and pass award regarding the dispute in hand accordingly.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

Dated the 21st August, 1986.

Endst. No. 2116, dated the 25th August, 1986.

Forwarded (four copies) to the Financial Commissioner & Secretary to Government Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

No. 9/6/86-6Lab./7806.—In pursuance of the provision of section 17 of the Industrial Disputes Act 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the Workman and the management of M/S G.M., Haryana Roadways, Jind.

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT,
AMBALA

(Old No. 51 of 1982)

Reference No. 155 of 1984

SHRI SITA RAM CONDUCTOR NO. 105, C/O SAGAR RAM GUPTA, LOHAR BAZAR, BHIWANI
AND THE MANAGEMENT OF THE MESSRS G.M., HARYANA ROADWAYS, JIND

Present :

Shri Tejinder Singh for workman.
Shri A.R. Goyal for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred *vide* Clause (C) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 referred dispute between Shri Sita Ram & Messrs G.M., Haryana Roadways, Jind originally to Labour Court, Rohtak. The terms of the reference are as under :

"Whether termination of services of Shri Sita Ram was justified and in order, if not to what relief is he entitled ?"

In April, 1984 Labour Court was created at Ambala so this reference was received by transfer from Labour Court, Rohtak.

Workman Sita Ram through his statement of claim alleged that he joined services of respondent in 1973 as a Bus Conductor. His work and conduct was quite satisfactory. He was relieved from his service w.e.f. 3rd November, 1980 on a charge of fraud which was vague and false. It was also alleged that no proper enquiry was conducted against him. According to procedure and rules he was not given an opportunity of being heard and cross-examining the witnesses, nor he was allowed to lead defence evidence in support of his case. So he prayed that his removal from service is bad illegal it be set aside. He be ordered for his reinstatement with continuity in service and with full back wages.

Respondent-management appeared contested the reference and contended that the workman was employed as a Conductor in the Respondent-Management Department on 4th September, 1979. He was apprehended by Shri Mahavir Singh, Inspector at bus stoppage, Aukoda and found 40 passengers travelling without tickets. Shri Sita Ram workman had issued tickets to 5 persons and had charged price of the tickets from all the remaining 40 persons but did not issue any ticket to them. Sita Ram had taken liquor and was smelling like that he did not even allow the Inspector to give a note on the way bill. Inspector obtained statement of Gram Panchayat Sarpanch and Panch in writing who were travelling in the same bus. Thereafter the matter was reported against Sita Ram to General Manager who ordered suspension of Shri Sita Ram. Shri Bhoop Singh was appointed Inquiry Officer who issued notices to workman and the management evidence was recorded. Workman was afforded an opportunity to cross-examine the witnesses which he availed. Thereafter show cause notices, charge-sheet etc. were served

upon him. Inquiry Officer gave adverse finding against the workman. Second show-cause notice was issued. General Manager afforded an opportunity of personal hearing to Sita Ram and thereafter terminated his service so it was contented that workman is not entitle to reinstatement in service.

On the pleadings of the parties the following issues were framed :—

Issues :

- (1) Whether termination order dated 3rd November, 1980 is justified and correct, if so its effect ?
- (2) Relief.

I have heard Shri Tejinder Singh, Authorised Representative for workman and Shri Aatma Ram Goyal for respondentm-anagement and have perused the oral and documentary evidence available on the file. My issue-wise findings are as under :

Issue No. 1.—In support of this issue management examined Shri Bhoop Singh, General Manager, Haryana Roadways, Depot Rewari who deposed that in August, 1980 he was posted as a Traffic Manager, Haryana Roadways, Depot Jind. He further stated that vide order Ex-M-1 he was appointed Inquiry Officer to go into the matter against Sita Ram. He issued notices Ex-M-2 to M-4 to the parties. Recorded Enquiry proceedings which are Ex-M-5. He afforded opportunity of cross-examining the witnesses to Sita Ram which he availed of the enquiry proceedings were conducted in the presence of Sita Ram. He was allowed to lead defence evidence. In cross-examination he stated that none of the passengers appeared before him to made statement against workman. He further stated that he followed the procedure and rule of conducting enquiry.

MW-2 is Shri Mahavir Singh Adda Conductor he stated that in September, 1979 he was on checking duty. Report Ex-M-7 was written by him which bears his signature what ever written in report i.e. correct. Un-punched tickets were taken by him from the Conductor Ex-M-8 was also taken by him from the passengers at that very time he further stated that he was summoned in the enquiry proceedings his statement was recorded he was cross-examined by Shri Sita Ram workman he stated that he could not obtain signatures of workman on the un-punched tickets because he refused to sign the same. He could not check the cash of the workman becuase Sita Ram did not allow him to do so. MW-3 Shri Satbir Singh, clerk brought the enquiry file and the other reliefs record containing second show-cause notice etc.

Sita Ram workman appeared himself as AW-1 in his defence he stated that he was not given any opportunity to defend himself during the enquiry proceedings. On the alleged day of occurrence he was ill due to that fact he could not issue tickets to the passengers. He further stated that G.M. Haryana Roadways, Jind did not call him nor any personal opportunity of hearing was aforded to him. He also stated that the checking Inspector did not check his cash nor obtained his signatures on the un-punched tickets. In cross-examination he deposed that he was terminated on the charge of committing fraud of the Govt. money but in fact he had not mis-appropriated any Government funds, so his termination is illegal. He also stated that when G.M. Passed final order of his termination he was not given any opportunity of personal hearing.

Shri Tejinder Singh Ld. A.R. of the workman argued that cash of the workman was not checked nor Shri Mahavir Singh Inspector signed the way bill of the conductor but there is a specific reply of these two contentions from the mouth of Shri Mahavir Singh Inspector himself that he wanted to check the cash and the way bill but the workman did not allow him to do so.

In addition to the evidence of Shri Mahavir Singh another material and independent evidence which is on the file i.e. a complaint made by Gram Panchayat Hunn which is also on the file in which dispute specifically mentioned that Shri Sita Ram, bus Conductor is generally in the habit of non-issue of tickets to the passengers after charging the hire. The Gram Panchayat is afraid of the fact that bus serve may not be discontinued. It was also reported by the Gram Panchayat that on the alleged day workman Sita Ram had charged price of 42 tickets from 42 passengers and inspite of demand did not issue tickets to any of the passenger. On the protest that the (Government is ours and you are not concerned about the tickets).

After minutely going through the enquiry proceedings which are on the enquiry file I am of the considered view that enquiry Officer acted according to prescribed rules. He informed the parties regarding the hearing of the enquiry. He summoned the witnesses recorded their statements in the presence of Sita Ram conductor. He afforded an opportunity to Sita Ram conductor to cross-examine the witnesses and that opportunity was availed of by the workman. Thereafter he afforded an opportunity to Sita Ram to lead defence evidence which he also availed of and then the enquiry report was submitting by the Inquiry Officer to G.M., Haryana Roadways, Jind. On the basis of the same second show-cause notice was issued. Reply to that was furnished by the workman. The General Manager after going into the whole matter afforded an opportunity of being personally heard to the Conductor and then passed termination order of the workman.

In the case in hand statement of Shri Mahavir Singh Checking Inspector written complained of Gram Panchayat Hunn both go un-assailed and prove the case of management to the hilt that the workman had charged fare Rs. 86.80 from 40 passengers and did not issue any ticket to them as detailed in Ex-M-7.

In view of my above discussion on the basis of the evidence placed on the file. I think that the termination of Shri Sita Ram Conductor for having embezzled Rs. 86.80 of Respondent-management is justified and correct, so this issue is accordingly decided, in favour of, management against workman.

Issue No. 2 Relief.—For the foregoing reasons on the basis of my findings on issue No. 1 workman is not entitled to reinstatement with continuity in service and with full back wages. So I pass award regarding the dispute between Sita Ram and Messrs G.M., Haryana Roadways. Find accordingly.

Dated the 7th August, 1986.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

Endst. No. 2155, dated 25th August, 1986

Forwarded (Four Copies) to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

No. 9/86-6Lab/7829.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the Workman and the management of M/s (i) State Transport Commissioner, Haryana, Chandigarh, (ii) General Manager, Haryana Railways Yamuna Nagar.

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT, AMBALA

Ref. No. 88 of 1985.

SHRI SURESH KUMAR S/O SHRI SHAM LAL C/O SHRI BALBIR SINGH, 126, LABOUR COLONY, YAMUNA NAGAR AND THE MANAGEMENT OF THE MESSERS STATE TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH; (II) GENERAL MANAGER, HARYANA ROADWAYS, YAMUNA NAGAR.

Present :

Shri Balbir Singh for workman.

Shri Pritam Singh for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred.—*vide* clause (C) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 referred dispute between Shri Suresh Kumar and Messers G.M., Haryana Roadways, Yamuna Nagar to this Court. The terms of the reference are as under :—

"Whether termination of services of Shri Suresh Kumar workman is justified and correct, if not, to what relief is he entitled?"

Workman through his demand notice alleged that he had been in the service of the respondent-management for the last two years as a Sweeper. His services were terminated w.e.f. 1st October, 1984 in violation of section 25(F) of Industrial Disputes Act, 1947. He prayed for his reinstatement with continuity in service and with full back wages.

Respondent-management appeared contested the dispute and contended that appointment of workman was for a specific and limited period. The period of service of the workman expired on 30th September, 1984 and thereafter, the contract of service of the workman was never renewed, so it is not a termination of services of the workman. In fact it is an expiry of contract which was for a stipulated period. It was also contended that services of workman came to an end of in view of section 2(oo) (bb) of the Industrial Disputes Act, 1947. So provisions of section 25(F) of Industrial Disputes Act are not at all attracted in the present case. It was prayed that the reference be answered in favour of management.

On the pleadings of the parties the following issues were framed :

Issues :

(1) Whether termination dated 1st October, 1984 is just and correct, if not its effect ?

(2) Relief.

I have heard Shri Balbir Singh, Authorised Representative for workman and Shri Pritam Singh Representative for the respondent-management and have perused the oral and documentary evidence placed on the file. My issue-wise findings are as under:—

Issue No. 1:

In support of this issue management examined Shri Baljit Singh, Clerk office of Haryana Roadways, Yamuna Nagar who stated that appointment of the workman was month-wise on daily wages. His services of contract was renewed month-wise or in other words month after month. Ultimately after 30th September, 1984 his service contract was never renewed it means that his service automatically came to an end on 30th September, 1984. In cross-examination he deposed that the intimation of renewal of month-wise contract regarding service of workman was intimated to him. He stated that he cannot say whether that intimation was ever received by the workman or not. But such an intimation was definitely despatched by the management to the workman.

Workman appeared as AW-1. He deposed that he served the respondent-management more than two years. His month-wise renewal of contract of services was never intimated to him. He further stated that before terminating his services no notice, no pay, in lieu of, notice period and no retrenchment compensation was paid to him. In cross-examination he specifically denied the suggestion that he was appointed on daily wages and month-wise.

In view of the above evidence I am of the considered opinion that perusal of evidence of the management and its record clearly shows that appointment of workman was on daily wages, month-wise. After the expiry of every month fresh orders of renewal of contract of services were intimated to the workman. Intimation letters were issued. It is evident from the file of the management. The workman has refuted the receipt of such letters but this contention carries no weight because in ordinary course when a particular letter is despatched from a particular office it is bound to reach to addressee in default. It shall come back un-delivered to the office concerned. So in this case the letters which were sent to the workman were never returned un-delivered to the Management. So there is a presumption that all such letters issued by the management were received by the workman.

The newly inserted amendment in section 2(oo) (bb) reads that if the terms of contract of employment is not renewed or the employment was for a fixed period. Such an employment shall come to an end by the efflux of time and similar is the case in the dispute between the parties. The workman was given employment on daily wages, month-wise and after 30th September, 1984 his contract of employment was never renewed nor it was extended, so in view of the above amendment it is clear that there is no retrenchment of service of the workman. In other words service of the workman came to an end on the expiry of terms of contract of service, so section 25(F) of Industrial Disputes Act, 1947 is not attracted. Accordingly, there is no violation of provisions of section 25(F) of Industrial Disputes Act, 1947. So this issue is accordingly decided, in favour of, management against workman.

Issue No. 2—Relief.

For the foregoing reasons on the basis of my findings on issue No. 1. I hold that the services of the workman came to an end on the expiry of period of contract of employment. It is not a termination of service in view of section 2(oo)(bb) of Industrial Disputes Act, 1947. I pass award regarding the dispute between the parties accordingly.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

Dated the 29th August, 1986.

Endst. No. 2198 dated 29th August, 1986.

Forwarded (Four Copies) to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

V.P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.